



TITLE:

TENANT SYSTEMS IN JAPAN AND COREA

AUTHOR(S):

Kawada, Shiro

CITATION:

Kawada, Shiro. TENANT SYSTEMS IN JAPAN AND COREA. Kyoto University Economic Review 1926, 1(1): 38-73

ISSUE DATE:

1926-07

URL:

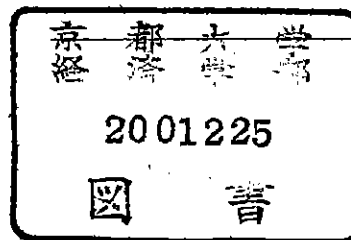
<https://doi.org/10.11179/ker1926.1.38>

RIGHT:

Kyoto University Economic Review

MEMOIRS OF
THE DEPARTMENT OF ECONOMICS
IN
THE IMPERIAL UNIVERSITY OF KYOTO

VOLUME I 1926



PUBLISHED BY THE DEPARTMENT
OF ECONOMICS IN
THE IMPERIAL UNIVERSITY OF KYOTO

Kyoto University Economic Review

MEMOIRS OF THE DEPARTMENT OF ECONOMICS
IN
THE IMPERIAL UNIVERSITY OF KYOTO

JULY 1926

Editorial Foreword

- New Theory of Surplus Value and the Harmony of the Various
Classes of Society.** *Professor K. Tajima.* 1
- Proposal for a Personal Tax on Luxury Consumption.**
Professor M. Kambe. 15
- On Marx's "Forms of Social Consciousness."**
Professor H. Kawakami. 27
- Tenant Systems in Japan and Korea.** *Professor S. Kawada.* 38
- On Peculiarities of the Economic Development of Japan.**
Professor E. Honjo. 74
- The Basic Principle of Future Colonial Policy.**
Professor M. Yamamoto. 82
- Shipping Combinations as seen from the View-point of Freight
Theory.** *Professor S. Kojima.* 91
- A Study in the Index Numbers of Prices of the Bank of
Japan.** *Assistant Professor S. Shiomi.* 111
- The Gold-paper Standard in the Monetary System of Japan.**
Assistant Professor S. Sakuda. 144
- Suicide Statistics in Japan classified according to Sex.**
Professor S. Takarabe. 173
- The Department of Economics in The Kyoto Imperial University
and the Kyoto Imperial University Economic Society.** 188

PUBLISHED BY THE UNIVERSITY.

SOLD BY THE MARUZEN & CO., TOKYO.

TENANT SYSTEMS IN JAPAN AND COREA

I. TENANT SYSTEMS IN JAPAN

Crop-sharing tenant system (*la métairie*) generally prevailed in the early stage of the history of Japan. This is evidenced by the existence of the same system in some parts of the country at present. However, Japan's tenant system is now in a transient stage,—between the old share system and the capitalistic tenant system such as now exists in England.

A Japanese tenant farmer does not simply offer his labour to the landlord for the cultivation of the land and receive some share of the crop; nor does he always follow the direction of the landowner: he enjoys nearly complete independence in the management of his farm; owns his cattle, implements and barns; buys his own seeds and manures, in general; and, although the farm rent is paid in the form of products, its amount is fixed by mutual agreement and is not determined by rate according to the amount of crop. It is evident then that the system is no longer a pure crop-sharing tenant system.

On the other hand, a close study of the system reveals that tenants' independence in managing their farms is to some extent limited; and they are in a condition in which they must expect the landlord's interference and supervision in selecting seeds and in determining the general policy of cultivation. It also often happens that tenants receive the total or a partial supply of farm implements, seeds and manures from the landlord. Although the amount of farm rent is fixed, the agreement between the landlord and tenants does not require the tenants to pay that amount under all

circumstances, nor to shoulder upon themselves the loss arising from bad crops; nor to refrain from shifting that loss to the landlord. As the amount of farm rents is usually based upon the amount of the average crop, the tenants demand a reduction in case of bad crops; and the numerous tenant disputes in Japan in recent years are largely related to disagreement regarding the amount of this reduction in farm rent. Thus, although the amount of farm rent is fixed for convenience' sake, our tenant system preserves a share system at least in spirit and the actual payment of the rent is made after taking the amount of crop into consideration. It is evident then that our tenant system has not yet evolved into an independent capitalistic tenant system as is seen in England at present.

There are a very few cases in which the period and other items of an agreement between the landlord and tenants are set down in a formal written form; the majority of the agreements are verbal ones which are carried out as a matter of custom. In a very few cases the terms of an agreement are specified; in a great majority the agreements are verbal and can be abrogated by either party, especially by the landlord, provided the intention of such abrogation is made known beforehand, its time being determined by custom. As long as no such abrogation takes place, the agreement is regarded as binding on both parties. This is another indication that our tenant system has many elements of the primitive system and that it is on a transient stage between the old and modern systems. In order to prove this proposition more fully, I shall hereafter elucidate several points showing the nature of our system.

The following information regarding the practice of tenant farmers with reference to the period of a tenant agreement is based upon the investigation into the tenant customs made by the Agricultural Bureau of the Agriculture and Commerce Department. "Usually no period of cultivation is specified, and a tenant is allowed to cultivate his tenant land continuously provided he committed no wrong

against the landlord. The majority of the periods of tenant agreements are between three to five years, and they usually have a provision to the effect that the landlord shall have the right to get back the land whenever he deems necessary. In the case of fruit or mulberry gardens which require a longer period of cultivation, the term of an agreement is from ten to fifteen years. When the landlord desires, upon the violation of the agreement by the tenant or upon other similar wrong, to abrogate the agreement, the usual custom is that the landlord gets back the field some time between the November of the preceeding year and the February of a given year, without any compensation if the field has no standing grain, but with a partial compensation, if the field has the standing grain, for the labour the tenant put in, seeds, and manures which had been used. But, in case the tenant wishes to return the field to the landlord, he gets no compensation at all."

Under such a practice, tenant agreements in Japan continued to be in force for many years. It is not seldom that farmers tenant the same farms throughout their entire life time, and often their sons inherit the agreement after their fathers' death. Most tenants as well as landlords have a very vague legal conception of such agreements, the terms of which seems to exist only in name. Agreements can be abrogated by either party, as a matter of custom, provided a previous announcement to that effect is made at a required time.

Nearly all rents for rice fields are made over to the landlord in the form of rice, with a very few exceptions in which case they are paid in cash by a special agreement. In most cases rice is made over after it has been hulled, but in some cases unhulled rice is delivered. In case of two-crop fields, no rent is generally paid for the second crop, but where rent is paid it is made over in the form of rape seed, barley, or rye. This practice is in conformity with the idea that rent should be paid according to the nature of a crop.

Rents for fields other than rice fields are of various kinds. Their kinds usually depend on the nature of products, and the area of the fields, and are not unified as in the case of rice-fields. Generally speaking, rice is used in most cases, but sometimes soy beans, barley and cash are paid. In some localities rye and millet are used. Only in few cases wheat, beans, sweet potato, raw silk, hemp, paper, raw material of paper, carrot, corn, rope seed, sugar, and unginned cotton take the place of rice.

Thus, rent for rice fields is paid, in general, in the form of rice, and that for other fields and gardens in the form of rice, or wheat, or other farm products; and thus the system is a remnant of the primitive agricultural system. Although it has not yet reached the monetary economy, in some places rent is made over to the landlord in cash at the prevailing price of rice by mutual agreement. Such exception is seen mostly in the farming district adjacent to great cities or in sericultural communities. It indicates the direction in which the tenant system in our country is moving.

It is very difficult to get the average amount of farm rent because of the differences in the productive powers of soils, in the number of both landlords and tenants, and in their social standings and economic powers. But the report on the tenant practice made by the Agricultural Bureau points out that for the medium-quality land, the average farm rent for one-crop rice field of one *tan*, actually paid during five years 1908-1912, was 8 *koku* 9 *sho* 8 *go*, and that of two-crop rice field for the same period was 1 *koku* 1 *to* 5 *sho* 6 *go*.¹⁾ In the case of gardens, where the rent was paid in the form of rice, rice amounting to 5 *to* 7 *sho* 1 *go* was made over; where the rent takes the form of beans 4 *to* 5 *sho* 6 *go* was paid in; where the rent consists in barley 8 *to* 3 *go* was made over. The amount of rent in the case of one grain land constitutes 53.5 percent

¹⁾ 1 *tan* = .245 acre; 1 *to* = 3.9703 gallons dry weight; 1 *sho* is one-tenth of 1 *to*; and 1 *go* is one-tenth of 1 *sho*; 1 *koku* = 10 *to*.

of the total products, while that of two grain rice bed is 56.9 percent of the total crop, (the second crop going usually entirely to the tenant.) In the case of truck garden it is more difficult to compare the rent with the total amount of crop because the rent is paid in the form of several different products.

Figures of farm rents on agreement and those which are actually paid differ greatly in different prefectures, and it is impossible to compare those which are actually paid in different prefectures. What we cannot but notice the fact that the amount of the rent fixed in the agreement differs with the amount actually paid, in other words, there exists what is known as the actual rent, side by side with the fixed rent expressed in the agreement. Had Japan's tenant system been a capitalistic tenant system, both of these rents must be one—the tenant should pay what is fixed in the agreement regardless of the amount of the crop. But in actuality this difference exists, because, as has already been pointed out, Japanese tenants believe that the amount of rent should be determined by the nature of the crop, and that, in consequence, when the crop is bad, the amount of the rent should be correspondingly reduced. Because of this practice, our tenant system has the quality of a share system under which the rent is determined according to the amount of the crop and a certain proportion is maintained between the two.

This proportion in the case of our system runs between 46 percent and 56 percent, and thus approaches the half-share system. I believe that this is an indication that our system is akin to the *Metayer* (*la Métairie*). It may be that the half-share system underwent an evolution in the course of time and the average amount was adopted as the standard rent, but at the same time the fixed amount had to be checked by the idea and practice of the share system. I believe that the tenant system in the early stages of Japan's history was a half-share system.

At least it is impossible to believe that the determina-

tion of the amount of farm rent in Japan is controlled by the Ricardian idea of farm rent. Just as the Ricardian theory of rent cannot be applied directly on the Metayer system which is found in France and Italy, so it also seems to be impossible of application in our present tenant system. I wish to point out real facts as to how exemption or reduction is made in farm rent in case of a bad crop, and how the risk of such loss is borne by the landlord in our system. Before I undertake this task, however, I wish to dwell on the amount of rent in the case of two-crop fields and the actual payment of such a rent.

It seems natural that the rent of a two-crop field should be higher than that of a one-crop one. As stated above, in the case of medium-quality fields, the average amount of rent actually paid for one *tan* of the one-crop field is 8.98 *to*, while that of the two-crop field is 11.56 *to*. In consequence, the percentage between the rent and the total amount of crop is higher in the case of the two-crop field. In the medium-quality fields, this percentage in the case of the one-crop field is 53.5 percent, while that in the case of the two-crop system is 56.9. Even the percentage of the rent of low-quality one-crop fields, throughout the country, is 51.1, while that of high-quality one-crop fields is as high as 54.7. In the case of two-crop fields, the percentage of low-quality fields is 54.6 and that of high-quality fields is 58.2. The fact that a Japanese tenant pay rents which are more than one half of the total amount of crop is significant, when one considers it together with another fact that our system has already outgrown a share-tenant system and that the landlord only offers his fields to the tenant and improves them, while the tenant has to buy seeds and manure by himself.

Although a Japanese tenant is placed in a condition as miserable as that under the primitive share-system, and despite the fact that he buys seeds, manures, and farm implements, he pays a rent which is higher than that under a share system in which a tenant gets a supply of these farming

necessaries. Our tenants are thus placed in a great predicament. The reasons for this system are not far to seek. In the first place, although the concentration of land ownership did not take place extensively in our country, overpopulation in agricultural communities had a disastrous effect upon the tenant-farmers inasmuch as demand for rice-fields exceeded supply. The laws of supply and demand operated in favour of the landlord. In the second place, the social position of the landed proprietors and their powers which are the remnants of the feudal system had the same effect against the interest of tenants. Lastly, the fact that our tenants are favoured by the Nature—fertile fields, temperate climate and the proper amount of rain—enabling them to produce more than under other conditions,—must have contributed towards making their rent higher than that of the share-system, namely, one half of the crop.

The foregoing circumstances also gave rise to a peculiar custom in our tenant system, and that is the custom of the tenant's turning in an extra amount of rents in various parts of the country. The custom is known under various names such as "kuchimai," or "komimai," or "sashimai," each of which designates an extra amount of rice which is turned in by a tenant to his landlord at the time of the payment of the normal rent. This custom continued to exist since the time of the feudal period and is still found in some parts of the country. This enables the landlord to secure a rent which is actually larger than the amount agreed upon. Although it is a system curious enough at first sight, yet it is in reality a very natural phenomenon where the landlord occupies such a powerful position as is occupied by the Japanese landlord. Although the amount of this extra rent differs in different regions, the most general practice is to add one or two *sho* for every sack of four *to* (5%).

This custom, however, is practised less extensively at present. After the adoption of a system of rice inspection and the unification of the rice sacks by the rice

growers' associations in prefectures, the custom has been on a gradual decrease. Very often landlords have abandoned the custom in order to let their tenants produce rice of a good quality and to turn in part of the crop as rent, and sometimes a discount in the form of rice is adopted by some landlords with the same purpose. Sometimes a cash prize is given to a successful tenant. However, the custom of extra rent has not yet entirely disappeared from the country.

I shall return to the question of reduction of farm rent in case of a bad crop. As has been already stated, the tenant does not pay as a matter of practice the amount of rent fixed by an agreement, if the crop is bad. On the other hand, no additional rent is exacted by the landlord in case of an exceptionally good crop. In this way rent is fixed at a maximum consistent with the tenant's ability to pay, but it is precisely this that causes disputes at the time of a bad crop regarding the reduction of the rent, which is arrived at after a conference between the tenant and the landlord. There is found in some places a practice which is a "permanent reduction" in rent. Under this system the average amount of the crops of a dozen or more years is taken, and a amount little less than usual rent and also the ordinary amount is fixed as a permanent rent, and no reduction is allowed by the landlord.

The amount of reduction made in rent is not the same for every place, nor is there any standard of reduction; the amount differs in different places and under different circumstances. In some places, no reduction in rent is allowed in the case of a bad crop in fields other than rice fields because they usually yield more than two crops. The percentage of reduction in rent is generally determined by the summer crop both in rice-fields and other fields and gardens; and it is usually determined jointly by the landlords of a given village or district. There are various methods by which the amount of reduction is fixed. The first method is that both the tenant and the landlord joint-

ly inspect the standing grain by measuring it by their eyes. The second method is to select a certain area of the rice-field which seems to represent the average of the field, and the grain taken out of this area is measured in order to decide whether the crop is bad or not. The second method is often carried out under the direction of the farmers' association of the village for all fields; but sometimes the judgments of the officials in charge of the standing grain exhibition of both the model and ordinary fields are used as the basis of the reduction in rent. But in some districts the method is used every year. In others, there is a system under which the payment of some part of the rent is allowed to be made in the next year with no interest on deferred rent.

In some places the entire rent is exempted in cases of extremely bad crops.

The question of exempting or reducing the farm rent usually accompanies complicated troubles, and is the main cause of tenant disputes. But it is because of this reduction that, although our tenant system has a fixed farm rent, in practice, has a share-system; and it is because of this practice that our farm rent cannot be compared with that of the Ricardian theory which would make rent difference of yielding according to the natural productivity of the soils; on the other hand, it contains, beside the theoretical rent, something possessing the nature of a profit. At any rate, the practice is an interesting, though defective, point in our tenant system.

I shall next consider the methods of the payment of rent. The time of payment differs with different rents. Payment in the form of rice is made before the end of December but exceptions can be found in which the end of January, next year, or the end of December in the Lunar Calendar is regarded as the last day. Cash payment is made either at the end of the year or in two payments, the one in June or July, and the other at the end of the year. Payment in the form of soy beans is made either

at the end of August or at the end of September; and that in the form of wheat or barley, either at the end of June or July.

As to the place of the payment, the ordinary custom is that the tenant takes the rice to the house or the barn of the landlord or to those of his representative; but sometimes the landlord sends men to fetch the rent. Where the old village warehouse still stands, the transfer of the rice takes place in that public warehouse. Sometimes the transfer is made in the rice inspection office. With the development of the agricultural warehouses in recent years, the transfer is taking place more and more in those warehouses, because it is convenient for both the tenant and the landlord to utilize them, as the inspection of rice takes place simultaneously with the transfer. The transportation expense is borne by the tenant when he takes rice to the landlord.

It has been customary for the tenant to use pure rice of good quality as rent. Where there exists a system of inspection for trade and other purposes, the rice that passes the inspection is usually accepted by the landlord, but in certain cases the grade of passable (inspection) and acceptable (to the landlord) rice is specified, because the rice which passes the inspection is now always acceptable to the landlord. But the landlord usually gives either a cash prize or discount in order to encourage the tenant to produce as good rice as possible; and this system has been more and more widely accepted throughout the country. Our tenant system has no strict customary regulation on the packing of rice sacks (*tawara*) with reference to rent, but the new system of rice inspection which is more and more extensively adopted, has had the effect of urging the tenants to improve the packing, because the inspection is very strict about it. Where the weight as well as the quantity of rice are regarded important, a limitation is imposed upon the weight of the sacks.

In the old days the tenant was punished heavily for

his delinquency in paying rent, but in modern times such a heavy punishment has vanished, and the usual method of punishment at present is to exact interest on the amount of the unpaid rent, and in the extreme case of the delinquency the heaviest punishment is to take back the field from the delinquent tenant. In reality, however, punishment for such delinquency is seldom imposed because of the fact tenants are in a great demand and the landlords are making every inducement to get some one to till his soils.

The following curious customs prevail in some parts of the country regarding the delinquency in question: In Kyoto prefecture, when a tenant who tills the soils of several landlords, fails to pay his rent to one of the landlords, the loss is distributed equally among all the landlords, provided there is no hope of the tenant paying the rent. In Gamo-o County, Shiga Prefecture, the delinquent rent is paid by a group called *goningumi*.¹⁾ Iyo County, Ehime Prefecture, has a system under which the delinquent rent is paid by all the tenants of a village, and the field is thereafter tilled by the collective labour of all tenants, instead of returning it to the landlord. All of these methods are on the road to decay.

Such is a rough sketch of the tenant system in our country. But the following may be added. In some districts, although the landlord is supposed to bear the entire expense for irrigating and improving the soil, the tenant actually shoulders a part of the expense; while in other districts the landlord either pays a part of the expense for irrigation, implements, seeds, and manures, or else loans the fund the tenant with no interest, although the general rule is that the tenant must pay for all these

¹⁾ The "goningumi" or "union of five families" is a self-governing, neighbourhood organization which existed in feudal Japan during the Tokugawa Era; it was organized among the people of the agricultural, commercial, and industrial classes, each union being composed of five families partly for purpose of mutual control and assistance.

agricultural necessities. The following exceptional practices are also found in various parts of the country. (1). The tenant offers his labour to the landlord during the busy agricultural period. (2). No rent is required by the landlord for the second crop of the rice fields. (3). No rent is charged for extra use of the mulberry fields. (4). Contracts are made for the cash payment for tillage. (5). The tenant shoulders all taxes and dues, and the rent is somewhat cheaper than the ordinary one. (6). Fields yielding good crops are paired with those yielding bad crops, when they rented out. (7). Money is deposited with or loaned to the landlord by the tenant and the interest thereof is regarded as rent.

What I have explained so far is the typical Japanese tenant system, but there are several other forms in the different parts of the country. These systems somewhat resemble the ordinary tenant system, although they are less developed than the latter. Some of them are akin to a share-system. There are the following three main types:—

1. Flexible Tenant System. This system is one in which the amount of rent is not fixed, but is decided every year after examining the nature of the crop. This system has existed from early times, and is adopted chiefly in those districts where it is impossible to fix the amount of rent because of drought, floods, or other natural calamities. It is easy to see that the system is akin to the share system. Under the flexible system, the amount of rent is fixed after examining the nature of the annual crop, and the proportion of rent is not determined beforehand, as in the case of the share system; nor is it fixed once for all as in the case of the ordinary fixed rent system. After examining the crop, some part of the standing grain is decided to be the rent for a particular year, and this part is cut down, thrashed and hulled, before it is finally turned in to the landlord as rent.

2. Composite Tenant System. This is one in which the tenant has the right to use the rice fields, gardens,

pastures, and resident quarters as a whole. This system is generally found in Hokkaido, but in Japan Proper it is an extraordinary system. In some cases only rice fields and other fields and gardens are included, while in others fields for rice sprouts, where rice is dried, and pastures are also included.

3. Collective Tenant System. Under this system not a single farming family but two or more than two families together engage in tenant-farming. It is similar to the "Affittanza collettiva" of Italy. Like the Italian system, our system also is of the following two kinds: (1). The entire partnership (Affittanza a condizione unita) under which the entire farm is tilled by two or more tenantfarmers who contribute both capital and labour and who distribute gains between themselves. (2). The partial partnership (Affittanza a condizione divisa). Under this system, a certain part of the management of the farm is carried out collectively and the main task of tillage is done individually. Fields are rented in the name of the entire partnership but are divided among the members for their individual tillage.

Our collective tenant system is rather exceptional and its organization is so imperfect that it cannot be compared with the Italian system. It has been adopted in our country as a sort of experiment and in some cases owes its existence to the necessity of some peculiar sets of circumstances in the past. However, I am of the opinion that with the growth of the union organization of tenants, the collective system also will be developed.

The Agricultural Bureau's investigation into the customary practices among the tenant farmers shows that there are many systems under which some of collective tillage is carried out. In Niigata Prefecture many youngmen's associations and organizations for studying agricultural affairs are collectively tenanting fields. The same thing can be said of many other prefectures. There is a system known as "Nakama-da" or "common field" in Tonami County, Toyama Prefecture. Under this system, when a tenant farm

has no one to till through the tenant's death or otherwise, his relatives or neighbours till it. A certain village in Ishikawa Prefecture has a system by the name of "Yoriai-kosaku" or "collective tenant" under which fields are tilled collectively by the young men of the village, whose purpose is to get some pocket money. Naturally the area of the field is very small; it is sometimes one-fourth of an acre or a half acre. A system adopted in Satsuma County, Kagoshima Prefecture, is similar to the financial system of "Tanomoshi." Under this system, a group is formed by a landlord and usually four or five tenants. When such a group is formed some member is selected to be the recipient of the crop of the first year and then he is succeeded by other members in following years. The recipient of the crop has to supply seeds, manures, and others; while all farmers engage in the work of tillage collectively. Each family (who is a member of the said group) has to contribute the labour of about three persons for the work of tillage. The recipient gets the entire crop. A system similar to the "Nakama-da" is found also in Yamagata Prefecture where a tenant body exists for the purpose of the collective management of a mulberry field; a similar system also exists in Tottori Prefecture for the purpose of the collective cultivation of a rice field; and lastly also in Hiroshima Prefecture, where tenants till the tenant farm collectively. Such cases must have been increased in many places since the investigation of the Agricultural Bureau was made. I must add that not all of those collective organizations are perfect collective bodies and that some of them are collective only in name.

Although these special tenant systems are limited to only certain districts and in consequence are not very important from the social and economic standpoint, they are entitled to special treatment and special classification, each having its characteristics and peculiarities. In addition to these systems, there is in our country a set of tenant practices which are generally found throughout the country.

These practices are known under the name "Naka-kosaku" or "Mata-kosaku," (middle-tenant and re-tenanting). There is a middle man between the landlord and the tenant. He first rents the field from the landlord and then re-rents it to the tenant. There are the following three different cases which come under the category of this practice: (1). When either those who have a permanent tenant right or those who have secured a tenant right over a certain field, transfer for a commercial purpose the tenant right to some one else at the risk of the failure of the tenant to pay his rent. (2). When a person, who is relegated by the landlord to rent the field, selects tenants and otherwise supervises the management of the field, acting within the power given him. (3) When a tenant re-rents the field to some one else with the purpose of getting a profit at the risk of latter's failure to pay the rent.

Again, there is another custom under which the tenant gets the supply of a farm house, implements, cattle, seeds, manures, foods, fuels, etc.; and sometimes the tenant is employed in the household work of the landlord without special pay. Although it is possible to call this custom a tenant system, a tenant under the system is more a contract labourer than a tenant.

What has been pointed out so far in this article shows how complicated our tenant systems are and how diversely interlocked are the different interests involved. Our systems are still in imperfect conditions, are far from being pure capitalistic tenant system and rather approach a contract labour system. Our tenants are more of labourers than entrepreneur.

II. TENANT SYSTEM IN COREA

1. FORMS OF LAND TENURE

The most common form of tenant systems in Corea is that of a crop-sharing system (Metairie). Corean tenants

make over a part of the crop as rent to their landlord. The rent is usually fixed on a percentage basis which is generally 50 percent of the amount of the crop.⁴⁾ This is universally true with rice paddies, but in the case of dry fields a system of fixed rent is usually adopted and in a very few cases the rent is paid in cash. The fixed rent is a system under which the same amount of rent is paid irrespective of the nature of crops. The fact that the fixed rent is not adopted in the case of rice paddies, is due to the lack of proper facilities for irrigation and drainage in Corea. The lack of these facilities makes the fluctuation of crops inevitable, heavy rain and excessive drought proving disastrous upon crops. Moreover, the overwhelming majority of tenant farmers are so poor as to be incapable of bearing industrial losses caused by bad crops. It is natural then that in the cases of swamp rice fields the system of fixed rent is adopted only where there are good facilities for irrigation and drainage. The common rate of fixed rent is 50 percent, although in some cases it is as low as 35 percent.

The crop-sharing system in Corea is of two kinds: the estimation system under which the rent is based on the estimation of crop and the measurement system under which the rent is based upon the actual amount of a crop. Under the former system, the tenant and the landlord or his representative together make a survey of the standing grain of the rented field, generally measuring it with eyes. The rate of rent is usually 50 percent, but as the crop is often over-estimated, the rate often exceeds the 50 percent of the actual amount of the crop. On the other hand, where the landlord is benevolent, the rate is sometimes below 50 percent of the actual amount. As this system accompanies the least amount of risks for poor tenants, it is extensively adopted in the case of wet fields.

⁴⁾ 鮮朝の農業 p. 122—*Agriculture in Corea* (published by the Korean Industrial Bank). 小作慣行調査書 p. 125—*An Investigation into the Practices of tenancy in Corea*, publ. by the Provincial office of Zenra-Nan-Do, Corea.

The rent based on the actual amount of crop is determined in the presence of both the landlord and his tenant either at the time of harvest by counting the number of rice stacks or by measuring the amount of hulled rice. In both cases the rent is fixed at 50 percent, but sometimes this is not the case because there is the question as to who shall bear the tax burden or the expense for seeds and who shall get the proceeds from the sale of rice straws. There are the following different cases:—

(a). The crop is divided equally between the landlord and tenant, the former bearing the burden of the land tax and expenses for seeds.

(b). First the tax burden and seed expenses are set aside by using part of the crop, and the remainder is divided equally between the landlord and tenant.

(c). The landlord bears the tax burden, the tenant pays seed expenses, and the crop is divided equally between them. In some cases the rice straws are also divided equally between the two parties while in other cases they are given wholly to the tenant.

(d). The landlord pay the seed expenses while the tenant bears the tax burden but gets the rice straws; the crop is divided equally among the two parties.

(e). The crop is divided between the landlord and tenant before it is thrashed and hulled, so that rice straws are also automatically divided equally between them.

The foregoing methods are all based upon the fundamental idea that the crop should be divided equally between the parties; and are instituted in order to insure the equality of various burdens upon them, although in some cases those burdens are imposed upon the tenant as the result of his being helpless against the aggressive landlord. The consideration for securing equity is almost a universal phenomenon wherever a crop-sharing system is adopted, as is seen also in the cases of France, Italy and other countries.⁵⁾

⁵⁾ A. Buchenberger, *Agrarwesen und Agrarpolitik*, 2. Aufl. I Bd. S. 189.

Such considerations are necessary not only where the rent is based upon the actual amount of crop, but also where it is based upon the estimation of crop. The former method is the most primitive one, but I am of the opinion that it is most likely to secure justice for weak tenants. Under both systems no rent is paid for the second crop in the case of two-crop fields.

Historically speaking, the measurement system was adopted very extensively in the past, but as time went on it became gradually replaced by the other system under which the rent is based upon the estimation of crop, which system is most universally adopted at present. This change was due to the fact that much trouble inevitably accompanied the first system. The recent tendency, however, is far removed from these crop-sharing systems. The landlord realizes that the fixed rent system is more desirable from the standpoint of intensive cultivation. He knows that the tenant under a share system does not use much manures nor works hard enough. Under a fixed rent system, on the other hand, the tenant is likely to work hard in order to increase the fertility of the soil, and is thus likely to get a greater crop, realizing what is increased goes to his pocket only.⁶⁾ Moreover, much of the tenant disputes which arise under a crop-sharing system and which create bad feelings between the landlord and the tenant, can be eliminated. These reasons have led the landlord to adopt a fixed rent system. In South Korea the estimation system is adopted extensively, while the measurement system is universally found in North Korea. In the case of dry fields, the fixed rent system is most generally adopted followed by the other two systems.

The foregoing systems are most generally found in Korea, but there are several other forms, one of which is the permanent tenant system. Under this system the long standing custom gives the tenant the right to sell or transfer

⁶⁾ 河田嗣郎著「農業經濟學」第四編第八章 p. 302—Shiro Kawada, *Agricultural Economics*, part IV. chap. 8, p. 302

tenant right to others without the consent of the landlord, and the landlord cannot take back the rented field from the tenant unless the latter commits a grievous offense, without indemnifying the tenant's loss. The great majority of these tenant fields have come down from the remote past and very few of them have been so determined legally. The rent under the permanent tenant system is usually little lower than that of other systems, and usually the tenant bears the tax burden and expenses for irrigation and other similar incidents.

There is still another tenant system called *Kariwake-kosaku* which is a sort of crop-sharing system. Under this system the standing grain is divided between the landlord and the tenant. It is adopted in one of the following three cases: first, when no agreement has been reached by the two parties in their effort to estimate the crop; secondly, when no agreement has been arrived at a dispute arising from a bad crop usually due to some natural calamity; thirdly, when the nature of crop fluctuates on account of the barrenness of the soil.

We also must not forget the practice of re-tenancing. This is a practice under which a tenant rents out his field to someone else. In the great majority of cases it is adopted secretly or in the silent acquiescence of the landlord. A government investigation into the various practices of tenancy in Corea shows the following cases for the adoption of re-tenancy:

1. When a tenant, who on account of either a traditional custom or a special agreement has secured a permanent tenant right, re-rents the field to someone else; and when a tenant re-rents his rented field to someone else either for payment or no payment, on account of the sickness of a member of his family or because of other similar reasons.

2. When a tenant allows his friend or relative, who either has only a small field or cannot rent a field from any landlord, to till a part of his own rented field; or when

he rents a field from a landlord for the purpose of transferring tenancy right to some unfortunate ones.

3. When those who have been entrusted with a strip of field by a landlord re-rents it for commercial purposes. (Recognition or silent assent is usually given by the landlord for the action.)

4. When the manager of the field or the tenant rents a large tract of land for the purpose of renting it out to a third party for a profit.

There is no doubt that the foregoing methods of re-renting lessen the profits of the tenant who actually tills the soil and hinder the development of agriculture in general. Nor can it be denied that the middle man in whose name the former tills the soil is an exploiter pure and simple, and the whole system resembles the sweating system of domestic industry *Verlagssystem*.

Lastly, there is the collective tenancy under which the land is rented by several tenants collectively and it is tilled collectively by them who employ a collective fund for tillage. In some cases the aggregate amount of crop is divided among the tenants. In others the rented land is divided into separate strips for the purpose of individual tillage. The collective tenancy is of various kinds, as there are several different methods of dividing the profit and of paying the wage; and also the nature of tillage is varied. This system has also been practised in Japan even in the remote past, and in recent years it has become the main undertaking of tenant unions. Agricultural associations have been encouraging the adoption of the system, while some landowners are favoring it by actually participation in the undertaking.

The various tenancy systems above mentioned are all crude in nature, and although a tenant tills his field independently of the landlord, he is yet to be included among laborers. Nor is his remuneration any better than usual wage. His income never contains anything that can be regarded as a profit. Therefore as in the case of the

Japanese tenants, a Corean tenant should be regarded as a laborer. I am firmly convinced that they all should not be regarded as entrepreneur.⁷⁾ Corean tenants are poorer than Japanese tenants and their economic condition is much worse than that of tenants in Japan Proper. One is indeed greatly amazed by the low and crude economy of those poor agricultural people in Corea.

Although the tenant system in Japan Proper is also crude and primitive, since the fixed rent system is generally adopted there, the Japanese tenants get the benefit of a good crop and thus they receive sometimes a remuneration over and above what can be regarded as their wages. But since the crop-sharing system is generally adopted in Corea, the tenants only get one half of the gain, and since the crop per strip is usually much less in Corea than in Japan Proper, the tenants' share of the gain is much smaller than that of the Japanese tenants. Under a crop-sharing system, the tenant realizes that the half of the benefit arising from his extra endeavours and industriousness will go to the pocket of the landlord, and this greatly discourages him and prevents the general agricultural improvement. This is why improvement of agriculture is always difficult under a share system. Thus there is much room for general improvement in the tenant systems of Corea.

2. THE NATURE AND METHODS OF TENANT CONTRACTS

As in any other crude and primitive tenant systems including that of Japan Proper, tenant contracts in Corea are made verbally and it is very seldom that the terms of tenancy are set down in a written form. However, even in the past, exceptions to this general rule existed in the case of the fields owned by land companies or big landowners who happened to live in a remote distance. In recent

⁷⁾ Shiro Kawada, *Agricultural labor and the Tenant's System*.
do. *Agricultural Problems and their Solution*.

years, however, many tenant disputes arose, thus encouraging written contracts which set down the rights and responsibilities of the tenant and the landlord and tending to diminish the number of disputes. The new agreements are particularly welcomed by the agriculturists living near big cities, as in the case of Japan Proper.

There are two kinds of written contracts. The one is the ordinary formal contract and the other is what in Korea is known as the "tenant note" or the "tenancy-transfer note" which is a kind of notice or permit handed by the landlord to his tenant allowing him to cultivate a given tenant field. This latter agreement has been adopted extensively in the past and it is so simple that it can hardly be called a contract. It does not contain any specific condition of tenancy but only tells so and so is entitled to till a particular field.

Guarantors are usually needed for a written tenant contract, but they are seldom needed in the case of an oral agreement. The absence of a guarantor in the case of a verbal agreement can be explained by the fact that this form of agreement has come down from the past when both the landlord and the tenant were bound by customs and by moral responsibility. But, since the written agreement in Korea is usually adopted in the case of Japanese landlords and Korean tenants, and as it came into existence because of the desire of tenants to place themselves on an equal footing with landlords by making tenancy-relations merely relations of contract, the landlords also require of the tenants to have sureties.

When a tenant contract is made, a deposit is sometimes paid by the tenant to the landlord. In some cases such a deposit is regarded as an advance payment of the next year's rent. In a few exceptional cases a part or all of the rent is paid in cash.

At the time of the expiration of a contract, if the tenant has scrupulously observed its provisions, and otherwise fulfilled his obligations, he is allowed to continue to till the

field. However, the landlord is free to take back the field from his tenant at his own will. When a landlord dies, his heir becomes his successor and new party to the contract. When a tenant dies, his heir usually is allowed to succeed to the former tenant by becoming a new party to the contract. But sometimes a third person is allowed to till the field formerly tenanted by a dead person, provided the former pays a proper compensation to the latter's family. The landlord is free to take back the tenant land in case there is no proper person among the dead tenant's relatives.

Most tenant contracts do not have any specific provision regarding their effectiveness in case the sale or transfer of the field takes place, and customs regarding this matter are various. Of course, when the transfer of the field is accompanied by the agreement that no change shall be made regarding its tenancy, or when the new owner does not feel the necessity of changing tenants, the old contract has its practical force and the tenant continues to till the field as in the past.

As to the abandonment of contracts, as a contract is usually made in November or December, after the harvest, its abandonment is made usually near the vernal equinox of the following spring, unless under extraordinary circumstances. When a contract is abandoned, the field is returned to the landlord usually after it has been restored to its original condition. As the crop goes to the tenant, the field is returned to the landlord after the harvest, but sometimes the field is divided between the new and old tenants and held until the time of the harvest. In all cases the abandonment is made known to the landlord either orally or by a written notice. Abandonment of contracts seldom takes place, the following cases being most numerous:⁸⁾

1. When the tenant fails to pay his rent or otherwise fails to fulfil the provisions of the contract.

⁸⁾ *An Investigation into the Practices of Tenancy in Corea*, p. 191.

2. When the tenant does not follow the dictate of the landowner regarding the selection of the quality and kind of rice which is to be made over to the landowner as rent, or when the tenant does not take the work of tillage seriously.

3. When the tenant has re-rented out the field or sold the tenant-right, without the landlord's consent.

4. When the tenant has either transformed the outward form of the field without the consent of the landlord or damaged it.

In some cases the landlord abandons a contract simply because he wants to take back the field or because he wants to rent it out to his relative. In other cases the tenant wants to abandon a contract because of his sickness, lack of workers, change of residence or of vocation. Still in other cases the field is taken back by the landlord or his agent because of some ill feeling against the tenant. At any rate, the rights of tenants are not firmly secured against the unjust actions of the landlord. When the landlord wishes to abandon a contract at a time later than the day of "Shunbun," the tenant has a right to demand compensation for his investment in the form of seeds, fertilizers, etc., valued at the market prices of the time the compensation is to be made; and the compensation is to be paid either by the landlord or the new tenant. Since the second crop belongs to the tenant, the field is returned to the landlord after the final harvest, even though the landlord abandons a contract before the vernal equinox. When a contract is abandoned at the initiative of the tenant, or because of his misconduct, no compensation is usually made by the landlord. For the desolation of a field, the tenant has to make compensation, but such cases are quite few.

The foregoing investigation into the content and methods of tenant contracts, their abandonment, and compensation thereof, reveals the fact that tenant systems in Korea are generally in a quite undeveloped condition; that tenants

have very imperfect ideas of tenant rights; and that their social as well as economic position in society is extremely low. Relations between the landlord and the tenant are largely regulated by customs which tend to operate in the landlord's favour, and thus the rights of the tenant are in constant danger. However, transformation is taking place in the nature of these relations, due to changes in modern ideas and economic systems; and the hitherto moral relations of tenancy are more and more transformed into legal relations, and are regarded as merely economic facts. As the result of this transformation, the methods and conditions of tenant contracts as well as those of abandonment of contracts have been gradually modernized. However, the fundamental betterment of the systems in general will take much time.

3. PERIODS OF TENANCY AND RENT

In all countries whose tenant systems are in an undeveloped stage, some tenant contracts are made orally and the periods of contracts naturally are not specifically mentioned. Under such contracts, both the landlord and the tenant are free to cancel their contracts, and the only customary limitation upon their action is the understanding that the cancellation shall take place at a time which is most convenient to both parties and which is likely to cause the least loss to them. Tenant systems in Korea are no exception to this general rule. However, as has been already explained, an increase in tenant disputes has caused the development of written contracts; and the personal, moral relations of tenancy have been transformed into legal relations. And, with the adoption of written forms of contracts, the necessity of inserting the periods of contracts has begun to be felt.

In most cases, the period of contract is between three and five years, but sometimes it is as long as ten years and as short as one year. And, where the old customs

still exist the period of tenancy is regarded as one year, but as a matter of fact the period is extended indefinitely unless some specific period is mentioned or some extraordinary thing happens. Thus the period of one year exists only for convenience' sake.⁹⁾ It is not seldom that the field is tilled by the same tenant for twenty or thirty years, and in some case for two or three generations. In concluding a written contract, the landlord generally desires to have as short a period as possible, believing that the shorter the period the fewer tenant troubles there will be.

Generally speaking, short periods of tenant contracts encourage reckless cultivation of the soil. As Corean tenants are reckless in cultivating their fields and fertilizing them to a very limited extent, the effect of the short period contract will be doubly disastrous; and thus will prevent the future progress of the tenant systems in Corea.

As to tenant rent in Corea, I have already pointed out that there are three different kinds, namely, the fixed system, the estimation system, and the measurement system. Different localities have different systems. In the case of the fixed rent for rice paddies, a mean of the crops of several years in the past is taken as the standard and its 40 or 50 percent is levied as rent. In the case of dry rice fields, 30 or 40 percent of a similar mean is taken as rent. However, sometimes rent is fixed at 30 or 40 percent of the value of the field. Under the estimation system about 50 percent of the estimated crop is fixed as rent. In the case of the measurement system, about one half of the crop is fixed as rent. In actual practice, the amount of rent differ in different localities and with different landlords.

In the case of rice paddies, rent is paid usually in the form of rice, and seldom in other farm products or money. But in the case of dry fields, payment in kind is seldom made, and money and substitutes are more often used.

⁹⁾ *An Investigation into the Practice of Tenancy*, p. 155—*An Investigation into the land tenure system and the economic condition of the farmers*, publ. by the provincial office of Zenra-Hoku-Do, Corea, p. 12.

Unhulled rice is usually used in the payment of paddies, and very seldom hulled rice is turned in. In the case of dry fields, wheat and soy beans are made over as rent, but sometimes cotton, millet, barn-yard grass, sesame, red beans, green peas, carrots, hemp, tobacco, and corn, are turned over to the landlord.

In the district of Zenra-Nan-Do, payment of rent in the case of paddy fields 98 percent rent is made in kind, while payment in cash is made in two percent, and no substitute is used. In the case of dry fields in the same district, 58 percent of rent is paid in kind, 2 percent in money, and 40 percent in substitute;¹⁰⁾ in Zenra-Hoku-Do rent for paddy fields, 90 percent in kind, 10 percent in money; that for dry fields, 80 percent in kind, 10 percent in money, and 10 percent in substitute.¹¹⁾ In some districts payment can be made either in kind or in money, and usually the method of conversion is standardized. In some mountainous districts, rent for paddy fields is also often paid in cash because of the difficulty in transportation of rice. Although payment in money can be regarded as more progressive a method than others, there are exceptions which should not be forgotten. Lastly I must mention the fact that the amount of rent depends much upon its ratio to the crop, the kinds of fields, irrigation and various facilities of cultivation, expenses for public works and improvement, financial burdens of seeds and fertilizers, methods of tenancy, second crops and by-products, and the prices of farm products in general.

The following figures showing the ratio of rent to the crop in Zenra-Nan-Do are based upon an official investigation with a county as a unit:—

Rent	Maximum	Minimum	Ordinary
Fixed rent system	60%	35%	40% or 50%
Measurement system	50%	50%	50%
Estimation system	65%	40%	50% or 60%

¹⁰⁾ *An Investigation into the practices etc.* p. 207.

¹¹⁾ *An Investigation into the land tenure system etc.* p. 13.

Sometimes it happens that, due to the lack of a proper method of estimation, the amount of rent in the case of the estimation rent system is as high as 70 percent of the crop. On the other hand, it also happens that the amount of rent under the other systems is low as 30 percent. However, those ratios will become different when one takes into consideration the fact that sometimes the second crops and by-products go to the tenant, and that in other times the financial burdens of various kinds are shifted on to the tenant. In the case of other districts in Corea, the highest amount of rent in the case of rice paddies has been found to be about 70 percent while the lowest is 30 percent, the average being about 50 percent. In the district of Keisho Nan-do, however, the highest has been found to be 80 percent, while the lowest point is 30 percent, the average being about 50 percent.

Since the rent in the case of dry fields are made over chiefly in money and substitutes, it is difficult to show ratio between the rent and the crop. The following figures taken from investigations in Zenra—Nan-do show ratios between the rent and the total amount of all crops—ordinary crop, the second crop, and the so-called intermediary crop:—

Rent	Maximum	Minimum	Ordinary
Fixed rent system	30%	10%	20% or 30%
Measurement system	50%	50%	50%
Estimation system	—	—	—

Thus it is clear that the rent of dry rice fields is cheaper than that of paddy rice fields. However, in other districts, the maximum amount of rent of dry fields is as high as 70 or 80 percent, while the minimum amount is about 30 percent, the ordinary amount being 40 or 50 percent. This great variation is due to the fact that the crop of dry fields is regarded as important in some districts, while in other districts it is regarded as otherwise.

Next I shall consider the ratio between the rent and prices of fields. Just as the former fluctuates, the latter also changes,

and for this reason what we can do is to show the ratio which prevailed in a certain district for a certain period. The following figures show the rent and its ratio to the prices of the fields in Zenra-Nan-do in 1921, one *tan* being taken as a unit:—¹²⁾

Rent	Prices of fields	Amount of rent	Ratios
Fixed rent system	150 yen	15 yen	10 %
Measurement system	150 yen	22 yen	15 %
Estimation system	120 yen	15 yen	12.5%

It should be remembered that the first two rent systems are adopted in the case of paddy rice fields, while the third system, namely, the estimation system is adopted in dry fields.

The following figures show the ratio of dry fields:

Rent (dry fields)	Prices of fields	Amount of rent	Ratio
Fixed rent system	10 yen	1.50 yen (one to)	15%
Measurement system	70 yen	11.10 yen	16%
Estimation system	—	—	—

The foregoing figures show that because the land price in Corea is usually low, ratio of rent to the price of the field is 10 or 15 percent. Since the price of the field is determined by the amount of rent taken together with the prevailing rate of interest, and since the prevailing rate of interest in Corea is usually between 10 and 30 percent, it seems natural that the ratio of rent to the price of the field should be 10 or 15 percent. The ratio is lower than the ordinary rate of interest because of the general fact that in Corea the price—exchange value of fields—is usually higher than their capital value. The same law applied in the case of Japan Proper where the ordinary rate of interest is six or seven percent but the profit of landlords is three or four percent of the price of their fields. As long as the ordinary rate of interest in Corea is higher than that of

¹²⁾ *An Investigation into the practice of tenancy*, p. 226.

Japan Proper, the prices of fields of the former should be cheaper than that of the latter; and as long as this is the case, it is but natural that the rate of interest in tenant investment (rent) in Corea should be higher than that of Japan Proper.

Not much fluctuation in the amount of rent has been seen in recent years. However, in recent years rent is taking an upward trend due to various causes, such as the advancement in the method of cultivation, the perfecting of irrigation, the extension and development of communication and transportation, rise in the prices of general commodities, and increase in taxes and other public incidences. Moreover, as is the case with almost everywhere, landlords in Corea often raise rent in order to increase the value of their lands. Rent in Zenra-Hoku-do has been raised 25 or 30 percent during the past ten years, for which the following three causes have been pointed out in a government report. In the first place, there has been a practice under which lands are sold after rents thereof have been raised. Secondly, there was government restriction of raising of rent before Corea was annexed to Japan, but there is now no such restriction. Thirdly, there are many tenant farmers who like to secure lands regardless of high rent. The second cause arrests our special attention.

Next I shall consider how an increase or decrease in rent is made. There has been no case in which rent was raised for a temporary purpose, but it is often reduced in case of a bad crop, the latter custom being a universal phenomenon in Corea as in elsewhere. The degree of reduction is dependent upon the kind of rent system and the landlord. Under the fixed rent system, rent is totally exempted if the crop is an absolute failure or if it is less than the seeds; and, if the crop is about a half of the usual amount, rent is paid not according to the fixed system, but according to the measurement system, or sometimes it is reduced flatly by 50 percent. No reduction is usually made if the crop is more than about 80 percent of its usual

amount. Under the measurement system, a total exemption is made if the crop is below 20 percent of the usual amount. Under the estimation system, if the crop is less by 20 percent of the amount which had been estimated, a reduction is made. Permanent increase or decrease in rent is seldom seen in Corea. When, however, the land is improved or its irrigation bettered, the landlord often raises the rent from 50 to 60 percent of the crop. On the other hand, if the land is damaged, say, by flood, the rent is reduced, although such a case is highly exceptional. So far no reduction in rent has been brought about through the organized power of tenants in Corea.

I shall next take up the time, place, methods, and measurement, of rent. Rent is paid, under the fixed and estimation systems, either in November or December; under the measurement system, it is paid immediately after the harvest. Under the fixed and estimation systems, rent is paid either at the residence of the landlord or at the residence of a tenant manager known as "Shaon," or at the place designated by the landlord. Under the measurement system, rent is paid either at the spot or at the place designated by the landlord. Under the former two systems, rice is made over as rent with one *koku* of unhulled rice contained in a sack as a unit; while under the measurement system, it is made over either in rice stacks or in unhulled rice. Strict regulation has been placed over the quality of rice, most landlords insisting that tenants should use the "improved seeds." Some landlords charge additional rent of one *to* per one *koku* of rice which is not of the improved seeds. Because of an inferior method of refining rice, Corean rice has been much cheaper than Japanese rice in the past; and for this reason much attention has been directed to this shortcoming in recent years, even prizes being offered for tenants who produce superior rice. It is now widely recognized that Corean rice has been much improved in recent years.

Rent in kind is usually measured by the "masu" a

square box but no levelling pin is generally used. But those who use the pin insist on absolutely pure rice, while those, who do not usually make an additional payment of five *go* of rice for every one *to* of rice. Where weight is used in the measurement of rent, 160 *kin* is regarded as the minimum for one *koku* while about 175 *kin* is regarded as the standard. But in some districts, notably in Zenra Hoko-do, 180 *kin* or 200 *kin* is regarded as equivalent to one *koku*. Transportation expenses within the distance of two or three *ri* are borne by the tenant. Expenses for transporting rice from the field to the residence of the tenant manager is usually borne by the tenant, while that of transporting it from the manager's residence to the landlord's is borne by the landlord.

A very few Korean tenants are delinquent in paying their rent. If delinquency is frequent, the contract is repudiated; but failure to pay for two or three months is not regarded as a sufficient reason for the repudiation. There are several preventive measures for the delinquency.

4. RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

As has already been pointed out, the tenant systems of Korea are still in an undeveloped stage; and, in consequence, the rights and obligations of both the landlord and the tenant are largely fixed by customs; and in a very few cases are they set down specifically in written contracts. Generally speaking, regulations regarding the taxes and other public incidents vary in different localities and according to differences in the qualities of cultivated fields. The land tax in Korea is fixed at seventeen thousandth of the land value, and, in principle, is to be borne by the owner of the land. However, in actual practice, the tax burden is shifted to the tenant, except in the case of some Korean landowners and the majority of Japanese landowners. As to other public incidents, they are also often shifted to

the tenant. We have already seen that part of irrigation expenses is usually shifted to the tenant. An official report of the tenant practices in Zenra-Hoku-do says: "Although most landlords shift the tax and other public incidents to their tenants, the Oriental Development Company and other Japanese landowners in Zenra-Hoku-do bear those financial burdens; they, however, impose somewhat heavier rent upon their tenants."

It is clear that in the case of those Japanese landowners, the taxes are also shifted to the tenants, in actuality, either in part or in all. Under the measurement system, all Corean landlords bear one half of the tax burdens, while under the fixed rent system, about eighty percent of landlords bear all the burdens, the remaining twenty percent shifting them on to the tenants. The tenants pay additional unhulled rice as the land tax. In some districts three *to* of unhulled rice is paid for every one *tan* of field. As to the repairing of roads, water ways, dykes, and banks, they are usually born by tenants if not much actual expense is involved. But in case a large expenditure is needed, such works are usually done by the landlords, although the tenants are to contribute their labour. When an organization is established for the purpose of carrying out such works, the landlords also are required to furnish cash, while the tenants are to contribute labour.

We shall next consider the various limitations which are placed upon the tenants' right to utilize the field. In the case of paddy rice fields, kinds of product are usually determined, while sometimes the qualities of seeds are also regulated by the landlords. Sometimes the landlords cultivate rice sprouts and distribute them among their tenants who must plant them. Some landlords dislike to have their tenants derive a second crop, and forbid them to do so. As to dry fields where the fixed rent is adopted, there is no restriction as to the selection of products. However, there is some form of restriction placed in the case of the measurement system. Under the fixed rent system, the

cultivation of such a tree as the mulberry tree is allowed on the condition that the field shall be restored to the original condition upon the cancellation of the contract. Under the measurement system, the planting of trees and permanent plants usually is not allowed; but some tenants disregard this general rule and cultivate them without the landlord's permission, in which case no compensation is made by the landlord for these trees or plants upon the cancellation of the contract. The tenants are usually free to cultivate plants on the dykes of the field, but some landlords dislike the practice. As I have already pointed out on a previous occasion, a tenant is forbidden to transform the form of a field, but sometimes this is allowed on condition that the field shall be restored to the original form at the cancellation of the contract. Desolation of the field through the negligence of the tenant is universally forbidden.

As already mentioned re-tenanting without consent of the landlord is usually forbidden, but sometimes a field is re-rented out to some one by a tenant with silent consent of the landlord, although this practice has been greatly lessened because of the warning of the landlords against it. As re-tenanting is not usually recognized by customs, no direct legal relation exists between the landlord and the person who re-tenants the field, and the contractual relation between the landlord and the tenant remains the same. Only an oral agreement is usually made between the tenant and the re-tenant as to the division of the crop. The landlord usually does not charge any extra rent, but sometimes he gets additional charge of less than ten percent of the regular rent. The tenant gets from the re-tenant a rent of between ten and thirty percent of the regular rent, or a part of the crop which varies between five and twenty five percent of the crop. The re-tenant usually gets between 25 and 40 percent of the whole amount of the crop as his share. Sometimes a tenant rents out the field for the cultivation of a second crop for the payment of

about four yen for every tan of land, or only straws, as rent.

The sale of standing grain or other things attached to tenancy seldom takes place, due chiefly to the tenant's moving from one place to another, sickness, or extreme difficulty of livelihood, and variation of prices. The sale of tenant right also is occasioned by the foregoing causes; it is often sold along with a house. Neither does this take place often. The price of tenant right is usually 20 or 30 percent of the rent. In Corea, the sale of tenant right is less oftener done than that of standing grain. This is natural in view of the fact that tenant right in Corea can hardly be called a right. Since the validity of its sale is dependent upon the will of the landlord, a very few persons care to purchase it.

In order to have a clear knowledge of the relations between the landlord and the tenant, one must consider the part played by those who administer or supervise the various works of tenant fields. Where a landlord does not live near the tenant field, he usually has a manager who is known by the name of "Shaon." Such a landlord also has several other persons whose work is to study the condition of the tenant field, to supervise the payment of the rent, and to do other things relating to tenancy. It is easy to see that a landlord who is away from the farm is ignorant of its real condition and the status of the tenants, fails to improve the affairs relating to tenancy, and allow the tenants to undergo unnecessary suffering; while, on the other hand, his servants who stand between him and the tenants, are hard on the latter. The Oriental Development Company has farm-superintendents who do the work of a "Shaon."

The Shaon does almost everything relating to tenancy—such as the selection and movement of tenants, the decision, inspection, payment, depositing, of the rent, the inspection of the tenant farm, the investigation and decision of rent reduction, the payment of taxes and other public

incidents in the name of the landlord, supervision over the improvement of the tenant farm, making and unmaking of tenant contracts. The recent tendency is to restrict the power of the Shaon. A Shaon gets the following remunerations for his service:

1. About three percent of the total amount of the rent actually paid.
2. Fifteen sen for every one *koku* of unhulled rice made over as rent.
3. Right to cultivate a field from two to five *tan* free of rent.
4. In the case of a big landowning company, he gets a monthly salary of ten or fifteen yen besides travelling expenses.

The first and second remunerations are the most common in actual practice. But a Shaon usually gets either money or farm products from the tenants. Other officials also do work similar to that of a Shaon. They also get additional remunerations from tenants. In some cases, a Shaon supervises a farm which is as large as 50 *chobu* (=1 ha.) while the smallest area being one *chobu*. Although a Shaon is in a position where he can contribute towards the advancement of the welfare of both the landlord and the tenants, by listening to the demands of the latter and by bringing about understanding between the two parties, it is also undeniable that he is liable to commit various wrongs, such as enriching himself at the expense of one of the parties by various fraudulent methods. The same thing can be said of other officials. This is why the progressive farms tend to discard him in recent years.

SHIRO KAWADA